

TERMS OF USE

These Terms of Use (these “Terms”) govern the relationship with all visitors of www.revealglobal.com and www.revealtalent.com (collectively, the “Site”) and with all users of the Site except as may otherwise be agreed in writing between a specific user and Reveal Intelligence Services, LLC d/b/a Reveal Global Intelligence (“Reveal”). By visiting or otherwise accessing the Site, you agree to these Terms.

If you do not agree with these Terms, do not visit or access the Site. If you do not agree to be bound by these Terms as published by us from time to time, your sole and exclusive remedy is to discontinue visiting and accessing the Site.

1. Site. The Site is provided for informational purposes and for the purpose of allowing users to exchange information with Reveal and other users. The Site and any material electronically provided to you or otherwise supplied to you in connection with your use of the Site (the “Content”) are protected by copyright as well as other intellectual property laws. The Content is owned by Reveal. Reveal grants you a limited, revocable, personal, nontransferable, non-sublicensable, nonexclusive license to use the Site and Content as set forth in these Terms and for no other use. You may retrieve and display the Site and Content on a computer screen, print the Content on paper, and store the Content in electronic form on your computer for your personal use. Any other use of the Content or Site not specifically permitted above is expressly prohibited. You may not use, reproduce, or distribute any trademarks or logos contained in the Content or on the Site.

2. Intellectual Property. Reveal maintains, reserves, and is the sole owner of all proprietary rights regarding Reveal’s Intellectual Property. For the purpose of these Terms, the “Intellectual Property” shall include, without limitation, the Site, the Content, internet addresses, source code, any copyrighted works, trademarks, service marks, trade names, logos, trade secrets, designs, trade dress and other brand designations used by Reveal, patented works, or any other intellectual property of Reveal related to the Site or otherwise. You acknowledge that Reveal owns all right, title, and interest in and to the Intellectual Property. You agree that you will not copy, reproduce, alter, modify, reverse engineer, or create derivative works from the Intellectual Property.

3. Your Obligations. As a user of the Site, you hereby acknowledge and agree to provide true, accurate, and complete information as requested.

4. Prohibited Conduct. You explicitly agree not to do, either directly or indirectly, any of the following:

- (a) Use any means to copy or record any information about other users of the Site;
- (b) Transmit, install, upload, transfer, or change the Site in any way by utilizing any virus, code or any other means or process that will affect the functionality or services of the Site in any way;

- (c) Transmit, install, upload, transfer, or change the Site in any way by utilizing any virus, code or any other means or process that will affect Reveal's ability to access the Site;
- (d) Post any material on the Site that is offensive. Reveal maintains the exclusive right to determine what is offensive;
- (e) Post or store on the Site any content that violates or infringes the intellectual property rights of others (including but not limited to copyrights, trademarks, trade secrets, patents and publicity rights);
- (f) Transmit, install, upload or otherwise transfer to the Site any unauthorized advertisement or communication;
- (g) Engage in any activity that Reveal determines is detrimental to the use of the Site;
- (h) Use the Site for any unlawful or defamatory activities;
- (i) Transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States or post any information that could result in civil unrest;
- (j) Attempt to access, or access, the information of another user stored on the Site;
- (k) Attempt to, or access, the Site using another user's password;
- (l) Use any bot, programs, algorithm, code or any other means to copy or scrape any information from the Site and or monitor any of the Site's activity. This includes, but is not limited to, copying or securing of pricing, documentation, content, methodology, platform structure, code, and programming. Reveal reserves the right disallow any such activity; and,
- (m) Breach, or attempt to breach, the security or authentication measures on the Site, attempt to track and trace or track and trace any information on any other user or any entity or individual connected to the Site, including any account not owned by you, to its sources, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to, personal identification or information, other than your own information, as provided for by the Site.

5. Communities. The Site may include discussion groups, blogs, chats, and other areas that allow uploading of Content and/or interaction between members of the Reveal community (each, an "**Online Community**"). While Reveal does not control or monitor any Online Community, it reserves the right (which it may exercise at its sole discretion

without notice) to delete, move, or edit Content and to terminate your access to and use of the Online Community. Reveal has no obligation to review or monitor any Online Community and is not responsible for information, including any advice or suggestions made by members of the Reveal community.

6. Third Party Content. Parts of the Site may contain third party content or have links to other websites which may or may not be operated by Reveal. Reveal has not reviewed all web sites which are linked to the Site. Reveal has no control over such sites. Reveal is not responsible for these sites or their content. You agree that Reveal is not responsible or liable for any loss or damage of any sort incurred as a result of your use of any such sites or as the result of the presence of advertisers on the Site.

7. Termination of Your Access to and Use of the Site.

- (a) **By You.** You may terminate your use of the Site at any time. Any payments made by you are not refundable as a result of termination.
- (b) **By Us.** We may suspend or terminate your use of the Site at any time, without warning, as a result of your violation of these Terms or as a result of your non-payment of any amounts due to Reveal. We may limit your access to the Site, or to any part of the Site, at any time in our sole discretion.
- (c) **Effect of Termination.** These Terms, including those set forth in Section 8 below, survive the termination of Reveal's agreement with you. No payments by you are refundable as a result of termination of any agreement or termination of your use of the Site.

8. Confidentiality.

- (a) **Confidential Information.** The term "Confidential Information" includes any and all information which is not public knowledge and which is proprietary to Reveal such as business and marketing plans; pricing and marketing policies and practices; financial information; consultants; trade secrets about it and its products and information or other proprietary information relating to designs, developmental or experimental work, know-how, products, processes, databases, designs, schematics, other original works of authorship, or other subject matter related to its research and development, engineering, purchasing, finance, marketing, promotion, distribution and selling activities, whether now existing, acquired, developed or made available anytime in the future to it, whether or not marked "confidential." The parties agree that all such Confidential Information shall be deemed trade secrets.
- (b) **Exclusions.** Confidential Information will not include any material or information that: (i) is or becomes a part of the public domain through no act or omission of the user; (ii) is independently developed without use or

reference to the Confidential Information; (iii) is disclosed by a third party that was not bound by a confidentiality obligation to Reveal; or (iv) is required to be disclosed pursuant to law or in response to an official governmental or law enforcement agency investigation or valid order or subpoena of a court or governmental authority, provided that written notice of such required disclosure is provided to Reveal as soon as practicable.

- (c) **Confidentiality.** You will not reveal, disclose, or use any of Reveal's Confidential Information without Reveal's prior written consent. You are responsible for any breach of the obligations pursuant to these Terms by any of your employees, agents, and representatives.

9. DISCLAIMERS. YOUR USE OF THE SITE IS IT AT YOUR OWN RISK. REVEAL IS PROVIDING THE SITE "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. REVEAL DOES NOT GUARANTEE THAT THE SITE WILL BE SAFE, SECURE, OR ERROR FREE.

10. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL REVEAL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), FOR ANY REASON. EXAMPLES OF SUCH REASONS INCLUDE, WITHOUT LIMITATION, THOSE DAMAGES RESULTING FROM ANY ASPECT OF YOUR USE OF THIS SITE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE, FROM INABILITY TO USE THE SITE, FROM THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE, FROM ANY OTHER ACTION TAKEN BY REVEAL, OR OTHERWISE. THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE FORM OF ACTION AND WHETHER SUCH ACTION IS IN CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH CASES, REVEAL'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

You acknowledge that no data transmission on the Internet can be 100% secure. Consequently, you acknowledge and agree that all information sent to us (including any

payment information or personal or confidential information) is done so **AT YOUR OWN RISK**.

11. Cooperation with Law Enforcement and Release of Information. Reveal shall have the right to provide any information provided to it by you and any other information that Reveal may have about you when necessary in Reveal's sole discretion to satisfy any law, regulation, governmental or judicial request, or to protect Reveal or its employees, officers, directors, shareholders, agents, employees, or representatives regardless of whether such information is confidential, private, or otherwise protected in any manner under these Terms or in any other agreement between you and Reveal. You waive all claims that you would otherwise have against Reveal and its officers, directors, shareholders, agents, employees, and representatives for the release of such information. IF APPLICABLE LAW DOES NOT PERMIT THE RELEASE OF PROSPECTIVE CLAIMS OR CLAIMS WHICH THE RELEASOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, YOU HEREBY WAIVE ANY RIGHTS UNDER SUCH APPLICABLE LAW.

12. Miscellaneous.

- (a) **Binding Effect; Assignment.** These Terms are binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. All rights and obligations hereunder shall not be assigned by you without the prior express written consent of Reveal. All rights and obligations hereunder shall be assignable by Reveal in its sole discretion.
- (b) **Severability.** The provisions of these Terms are severable, and the invalidity of any provision shall not affect the validity of any other provision.
- (c) **Governing Law.** The rights and obligations of the parties hereto and any claims or disputes relating thereto shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to the conflict of laws provisions thereof.
- (d) **Amendment; Waiver.** Except as otherwise expressly provided in these Terms, no amendment, modification or discharge of these Terms shall be valid and binding unless set forth in writing and duly executed by Reveal. Any waiver by Reveal or consent by Reveal to any variation from any provision of these Terms shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any other provision or as a consent with respect to any similar instance or circumstance.

13. Modifications. Although Reveal may attempt to notify you when major changes are made to these Terms, you should periodically review the most up-to-date version.

Reveal may, in its sole discretion, modify or revise these Terms at any time, and you agree to be bound by such modifications or revisions.